

STATE OF NORTH DAKOTA

**DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
600 EAST BOULEVARD AVENUE
BISMARCK ND 58505-0250**

REQUEST FOR PROPOSAL (RFP)

RFP Title: Telecommunications Equipment Distribution Service

RFP Number: 325-05-19-038

Date of Issue: December 15, 2005

Purpose of RFP: To provide specialized telecommunications equipment to eligible individuals throughout the state of North Dakota.

Procurement Officer: Faye L. Tschosik, Aging Services Division

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01

Purpose of the RFP

The Department of Human Services, Aging Services Division, hereafter referred to as "purchasing agency" is soliciting proposals for the provision of telecommunications equipment distribution services to eligible individuals throughout the state of North Dakota.

1.02

Contact Person, Telephone, Fax, E-mail

Procurement Officer: Faye L. Tschosik
Phone: 701-328-4644
Fax: 701-328-4061
TTY Users Call: 1-800-366-6888 (Relay North Dakota)
E-Mail: sotscf@state.nd.us

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP (the preferred method of communication is e-mail) must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the State's bidders list.

1.03

RFP Schedule

This schedule of events represents the State's best estimate of the schedule that will be followed for this RFP. If a component of this schedule is delayed, the rest of the schedule will be shifted by the same number of days. The approximate RFP schedule is as follows:

RFP Schedule	Dates	Time (CT)
RFP Issued	December 15, 2005	
Deadline for Receipt of Questions	December 26, 2005	
Deadline for Receipt of Objections	December 26, 2005	
Questions Response Issued	December 27, 2005 (Approximate)	
Objections Response Issued	December 27, 2005 (Approximate)	
Deadline for Receipt of Proposals	January 5, 2006	12:00 Noon
Proposal Review and Evaluation	January 5-6, 2006	
Notice of Intent to Award a Contract Issued	January 9, 2006 (Approximate)	
Deadline for Vendor Registration Approval	January 16, 2006	
Contract Start Date	January 17, 2006	

1.04

Assistance to Offerors with a Disability

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.05

Notice Provided

Notice of this RFP has been provided through the following:

- ND Department of Human Services
Website: <http://www.state.nd.us/humanservices/info/publicnotice/index.html>
- ND State Procurement Office State's Bidders List (in accordance with N.D.C.C. § 54-44.4-09)
Website: <http://www.state.nd.us/csd/spo/vendor-resources.html>
- Letter of Notice Mailed (postal or electronic) to Potentially Interested Parties

For an RFP formatted in MS Word, e-mail the procurement officer at sotscf@state.nd.us.

1.06

Pre-Proposal Conference

No pre-proposal conference will be held for this RFP. Questions regarding this solicitation must be addressed as specified in this RFP Section 1.07 Deadline for Receipt of Questions.

1.07

Deadline for Receipt of Questions

Offerors must carefully review this solicitation, the contract, and all attachments for any clarification or interpretation that may be needed. Questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, citing the RFP title and number and the RFP, contract or attachment section(s). To allow sufficient time to respond to questions or to issue any necessary amendment to the RFP, the procurement officer must receive these questions by the deadline specified in this RFP Section 1.03 RFP Schedule.

If the question can be answered by directing the questioner to a specific section of the RFP, contract, or attachments, then the procurement officer may provide a response to the question over the telephone. Other questions may be more complex and may require a written response or amendment to the RFP. The procurement officer will make this determination. Oral communication is considered unofficial and non-binding. The offeror must confirm telephone conversations in writing.

The questions and responses will be summarized. Notice of the summary will be provided through the Department's website and State's bidders list as outlined in this RFP Section 1.05 Notice Provided and to those who have submitted a letter of interest as indicated in Section 1.10 Letter of Interest.

Questions will be responded to by the issuance date specified in Section 1.03 RFP Schedule.

1.08

Deadline for Receipt of Objections

Offerors must carefully review this solicitation, the contract, and all attachments for defects, questionable, or objectionable material. Objections must be in writing and directed to the purchasing agency, addressed to the procurement officer, citing the RFP title and number and the RFP, contract or attachment section(s). To allow sufficient time to respond to objections or to issue any necessary amendment to the RFP, the procurement officer must receive these objections by the deadline specified in this RFP Section 1.03 RFP Schedule.

This will also help prevent the opening of a defective solicitation and exposure of offer's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the deadline.

The objections and responses will be summarized. Notice of the summary will be provided through the Department's website and State's bidders list as outlined in this RFP Section 1.05 Notice Provided and to those who have submitted a letter of interest as indicated in Section 1.10 Letter of Interest.

Objections will be responded to by the issuance date specified in Section 1.03 RFP Schedule.

1.09

Amendments to the RFP

If an amendment to this RFP is issued, notice will be provided through the Department's website and State's bidders list as outlined in this RFP Section 1.05 Notice Provided and to those who have submitted a letter of interest as indicated in Section 1.10 Letter of Interest.

1.10

Letter of Interest

Vendors interested in receiving any notices related to this RFP are invited to contact the procurement officer citing the RFP title and number, the name of the entity, contact person, mailing address, e-mail address, and fax number. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.

1.11

Deadline for Receipt of Proposals and Return Mailing Address

Offerors must submit five (5) copies (one with original signature) of its proposal in a sealed envelope or package.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

- Faye Tschosik, Procurement Officer
Department of Human Services
Aging Services Division
RFP Telecommunications Equipment Distribution Service
RFP Number 325-05-19-038
600 East Boulevard Avenue Dept 325
Bismarck ND 58505-0250

Proposals must be received by the purchasing agency at the location specified no later than the deadline specified in this RFP Section 1.03 RFP Schedule. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location before the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.12

Approved Vendor Registration Requirements

Proposals will be accepted from offerors that are not currently approved vendors on the State's bidders list; however, the successful offeror will be required to become approved prior to award. To become an approved vendor, an offeror must:

- 1) be registered with the North Dakota Secretary of State (fees apply), and
- 2) submit a completed Bidder's List Application (SFN 53655) to the ND State Procurement Office/ Vendor Registry Office.

Prospective offerors may access the Procurement Vendor Database on-line to verify whether their entity is currently on the bidders list.

The Procurement Vendor Database registration instructions and forms are available on-line at:

- North Dakota State Procurement Office
Website: <http://www.state.nd.us/csd/spo/vendor-resources.html>
For assistance contact: 701-328-2773 or infospo@state.nd.us

The State's bidders list that will be used for this solicitation is as follows:

- Commodity Code: 918 - Consulting Services
Sub-Class: 95 – Telecommunications Consulting

The successful offeror must register and become approved by the deadline specified in this RFP Section 1.03 RFP Schedule. If an offeror fails to become approved by the deadline specified by the procurement officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

SECTION TWO BACKGROUND INFORMATION

2.01

Background Information

The North Dakota Department of Human Services, Aging Services Division, administers programs and services for older individuals and persons with disabilities. Emphasis is placed on services that allow these individuals to maintain as much independence as possible and remain in their own homes and communities.

The State of North Dakota, during the Fifty-third Legislative Assembly passed legislation (House Bill 1028) to establish a program to provide specialized telecommunications services and equipment to the communications impaired; to provide for a telephone access line surcharge to fund the program; and to provide an appropriation; and to declare an emergency. This legislation was amended during the Fifty-sixth Legislative Assembly (House Bill 1122) and during the Fifty-ninth Legislative Assembly (House Bill 1012). The legislation is codified and is in the North Dakota Century Code (NDCC), Chapter 54-44.8, Communications-Impaired Telecommunications Services.

The Department of Human Services is responsible for distribution of specialized telecommunications equipment to meet the needs of individuals who are communications-impaired and who might be otherwise disadvantaged in their ability to obtain such equipment. Aging Services Division will accomplish this equipment distribution service through the award of a contract.

2.02

Budget

The estimated budget for completion of this project is \$211,519.

Proposals priced more than the funds available will be considered non-responsive.

SECTION THREE SCOPE OF WORK

3.01 Scope of Work

Overview

The Department of Human Services, Aging Services Division, is soliciting proposals for the provision of telecommunications equipment distribution services to eligible individuals throughout the state.

Definitions

Definitions as defined in NDCC Chapter 54-44.8, Communications-Impaired Telecommunications Services include the following:

- “Communications impaired” means the condition of an individual who is deaf, hearing impaired, speech impaired, or mobility impaired so as to be unable to use a telephone readily purchased from a retail store.
- “Disadvantaged” means residing in a household that has a median income not more than the applicable median income in this state, except the term includes residing in a household that has a median income not more than one hundred fifty percent of the applicable median income in this state if the resident is deaf.
- “Specialized telecommunications equipment” means a dedicated telecommunications device that, when connected to a telephone, enables or assists a person who is communications impaired to communicate with another person utilizing the telephone network. The term may include telecommunications devices for the deaf, amplifiers, and signaling devices. Specialized telecommunications equipment provided under this chapter to an individual may not exceed two thousand dollars in total cost per device.

Specific activities of the telecommunications equipment distribution service include the following:

- 1) Promote awareness and utilization of telecommunications services.
- 2) Conduct assessments to determine eligibility and need for specialized telecommunications equipment. Assure that recipient eligibility has been verified and that documentation is dated and signed by the recipient.
- 3) Purchase, ship, deliver, install, and repair specialized telecommunications equipment including equipment that is new, repaired, currently on loan, and reassigned. Assure that cost comparisons for equipment are obtained from a minimum of three bidders and that the shipping, delivery, installation, and repair costs are monitored for best price and that the repair costs do not exceed replacement costs.
- 4) Train recipients in the use of the equipment.
- 5) Follow up with the recipient within thirty (30) days to assure equipment use and satisfaction.
- 6) Make available and maintain a twenty-four (24) hour a day toll-free number accessible by both voice and specialized telecommunications equipment for the deaf for the purpose of providing telecommunications service as needed by recipients.
- 7) Tag equipment securely with an identification tag that includes a toll-free contact number and that indicates the State of North Dakota as owner of the property.

- 8) Make available an adequate supply of shipping cartons in the event a recipient calls for one to return equipment because it is no longer needed or is in need of repair or replacement.
- 9) Provide loaner or replacement equipment to a recipient if repairs take longer than forty-eight (48) business hours.
- 10) Make reasonable effort for recovery of unused equipment or provide justification of equipment transferred or issued to a recipient leaving the state. Reasonable effort will be considered as two attempts at telephone contact and one written contact within a two-month period. Justification of transfer must be clearly documented in writing and approved by Aging Services Division.
- 11) Contact the eight Human Service Centers throughout the state to assure that telecommunications equipment and ring signaler are in place and working properly at each of the Human Service Centers and that demonstration and training is provided to staff with an explanation of the programs.

Service Area

The vendor must provide the services throughout the state of North Dakota.

Service Eligibility

The vendor must provide the services to eligible individuals as defined in NDCC Chapter 54-44.8, Communications-Impaired Telecommunications Services.

3.02**Location of Work**

The State will not provide workspace for the vendor.

3.03**Prior Experience**

No specific minimums have been set for this RFP.

3.04**Required Licenses**

At the time specified by the deadline for submission of proposals, the offerer must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract. Offerors that do not possess required licenses at the time proposals are due will be determined non-responsive.

3.05**Federal and State Requirements**

The vendor must provide services in compliance with the following:

- North Dakota Department of Human Services Grant Agreement
- OMB Cost Principles, as Applicable
- 45 CFR Part 74 or 45 CFR Part 92, as Applicable
- Single Audit Act of 1984, Public Law 98-502
- Single Audit Act Amendments of 1996, Public Law 104-156
- NDCC Chapter 54-44.8, Communications-Impaired Telecommunications Services

Assessments and reviews will be conducted to assure that services are being provided according to requirements. Non-compliance may result in non-payment or recapture of funds.

3.06

Reimbursement Requirements

The vendor must submit reimbursement requests as follows:

- Request for Reimbursement form (SFN 1763) due at Aging Services Division no later than thirty (30) days after the end of the monthly service period that includes the following:
 - 1) Actual expenditures for: a) salaries and fringe benefits, b) travel, c) consultation services, d) supplies, e) postage and shipping, f) other, and g) recipient equipment; and
 - 2) Indirect costs, if applicable.

The Request for Reimbursement forms will be provided by Aging Services Division.

3.07

Reporting Requirements

The vendor must submit reporting as follows:

- Recipient Report due at Aging Services Division no later than thirty (30) days after the end of the monthly service period that includes: a) name, address, county, and telephone number of recipient, b) description of equipment provided to recipient, and c) cost of equipment provided to recipient.
- Equipment Inventory Report including equipment from previous grant and current grant due at Aging Services Division no later than thirty (30) days after the end of the contract term that includes the following:
 - 1) Inventory of equipment on loan that includes: a) name, address, county, and telephone number of recipient, and b) description of item including model and serial numbers;
 - 2) Inventory of equipment in stock that includes: a) acquisition date, b) description of item including model and serial numbers, c) unit cost, d) number in stock, and e) allowance for shrinkage;
 - 3) Inventory of equipment repairs that includes: a) date of repair, and b) description of item including model and serial numbers; and
 - 4) Inventory of equipment removed that includes: a) acquisition date, b) description of item including model and serial numbers, c) unit cost, d) reason for removal, and e) disposition of item.

The Recipient Report and the Equipment Inventory Report formats are to be generated by the vendor.

SECTION FOUR GENERAL CONTRACT INFORMATION

4.01

Contract Term, Extension and Renewal Options

The State intends to enter into a contract with an effective date beginning January 17, 2006 and ending December 31, 2006.

The State reserves the right to extend the contract for an additional period of time, not to exceed twelve (12) months, beyond the normal expiration date of the contract, upon mutual written agreement by both parties.

This contract may be renewed upon satisfactory completion of the initial contract term. The State reserves the right to execute one option to renew this contract under the same terms and conditions for a period of twelve (12) months. The estimated dollar amount for the renewal option is \$205,000. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew this contract at least sixty (60) days before the scheduled contract expiration date.

4.02

Standard Contract Provisions

The successful offeror will be sent a contract for signature and return to the State. A sample contract document is attached to this RFP as Attachment 1. The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be addressed as specified in this RFP Section 1.08 Deadline for Receipt of Objections. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for objections with any concerns regarding the contract provisions.

4.03

Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

4.04

Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

4.05

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions may be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.06

Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

4.07

Contract Changes – Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the procurement officer will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the procurement officer has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

4.08

Taxes and Taxpayer Tax Identification

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax for the employees' compensation and remit to the state as required by law.

For more information visit the following website at:

- North Dakota Tax Department
Website: <http://www.nd.gov/tax/>
For assistance regarding sales and use tax, contact: 701-328-3470
For assistance regarding income tax, contact: 701-328-3125

4.09

Proposed Payment Procedures

The State will make payment within thirty (30) days after receipt of the request for reimbursement and required reporting. No payment will be made until the reimbursement and reporting have been approved by the State.

The State will not make any advanced payments before performance by the contractor under this contract.

4.10

Right to Inspect Place of Business

At reasonable times, the State may inspect those areas of the contractor's business that are related to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

4.11

Inspection & Modification – Reimbursement for Unacceptable Services

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the purchasing agency. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the purchasing agency determine that corrections or modifications are necessary in order to accomplish its intent, the purchasing agency may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.12

Termination for Default

If the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the provisions of the Service Contract, attached.

SECTION FIVE PROPOSAL FORMAT AND CONTENT

5.01

Proposal Format and Content

The State discourages overly lengthy and costly proposals. In order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

An offeror should use the available forms when indicated. The forms are formatted in MS Word and can be copied, pasted, and completed as appropriate to each offeror.

5.02

Authorization and Certifications

Identifying Data Form

An offeror must complete and submit an Identifying Data form. By signature on the Identifying Data form, an offeror:

- a) binds the offeror's proposal;
- b) provides identification of the individual who will represent the vendor as it relates to the contract;
- c) confirms that the offeror will comply with all provisions in this RFP; and
- d) certifies that it complies with Section 6.04 Offeror's Certification.

The Identifying Data form is included with this RFP as Attachment A. The Board Chairperson or the Board Vice-Chairperson must sign the initial Identifying Data form. If the offeror is not governed by a Board, the form must be signed by an individual authorized to legally bind the offeror.

Conflict of Interest

As stated in this RFP Section 6.03 Conflict of Interest, an offeror is required to disclose any instances where the entity or individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

An offeror must attach a signed statement to the Identifying Data form addressing any possible conflict of interest by the entity or any individual working on the contract or addressing that there is no conflict of interest.

Subcontractors

As stated in this RFP Section 6.08 Subcontractors, subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify the following for each subcontractor and for any subcontractor of the subcontractors:

- a) complete name of the subcontractor;
- b) complete address of the subcontractor;
- c) type of work the subcontractor will be performing;
- d) percentage of work the subcontractor will be providing;
- e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license;
- f) a written statement, signed by the proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract; and
- g) a written statement, signed by the proposed subcontractor, that certifies that it complies with Section 6.04 Offeror's Certification with the exception of h) and i).

An offeror must attach a statement to the Identifying Data form from each subcontractor addressing the

requirements stated in points e), f), and g). Points a), b), c) and d) will be captured on the Service Provision Chart addressed in Section 5.05 Service Provision.

5.03

Project Management Plan

An offeror must identify by name and title, the entity's principal officers and board members and must identify by name and title, the entity's staff that will be involved in carrying out this project.

An offeror must also include an entity organizational chart that describes the organization and illustrates lines of authority.

A Project Management Plan form is included with this RFP as Attachment A1. The organizational chart should be attached to the Project Management Plan form and also be identified as Attachment A1.

5.04

Experience and Qualifications

An offeror must describe the entity's experience in providing the services being purchased through this RFP.

An offeror must also outline relevant experience and credentials of the entity's staff that will be involved in carrying out this project and include the name, title, experience and credentials of each individual.

An Experience and Qualifications form is included with this RFP as Attachment A2.

5.05

Service Provision

An offeror must submit a Service Provision Chart that identifies the entity's proposed telecommunications equipment distribution service plan. The chart must include the following:

- a) the name and complete address of all subcontractors used by the legal entity and name and complete address of any subcontractor of the subcontractors;
- b) the counties in the service area being served by the legal entity and by each subcontractor; and
- c) the percent of services provided by the legal entity and by each subcontractor.

A Service Provision Chart form is included with this RFP as Attachment A3.

5.06

Project Understanding

An offeror must submit a comprehensive narrative that illustrates the offeror's understanding of the project purpose and scope of work.

A Project Understanding form is included with this RFP as Attachment A4.

5.07

Project Methodology

An offeror must submit a comprehensive narrative that illustrates the methodology it intends to employ and how that methodology will serve to accomplish the project purpose and scope of work.

A Project Methodology form is included with this RFP as Attachment A5.

5.08 Cost Proposal

An offeror must submit a cost proposal that breaks out the funds available and that includes a detailed narrative justification for each of the following applicable cost categories (equipment and computer-related expenses are unallowable administrative costs):

- Administrative Cost Categories:
 - a) Salaries and fringe benefits
 - b) Travel
 - c) Consultation services (subcontracting)
 - d) Supplies
 - e) Postage and shipping
 - f) Other
 - g) Indirect costs
- Recipient Cost Category:
 - a) Recipient equipment

An offeror must identify the ratio of administrative costs to the recipient equipment costs.

If indirect costs are included in the cost proposal, the vendor must attach a copy of a current approved Indirect Cost Rate Agreement.

A Cost Proposal form is attached to this RFP as Attachment A6. The Indirect Cost Rate Agreement should be attached to the Cost Proposal form and also be identified as Attachment A6.

5.09 Required Enclosures

An offeror's failure to provide all documents and information specifically required in this RFP or an offeror's failure to sign the documents as indicated may cause the proposal to be determined non-responsive and the proposal may be rejected

SECTION SIX STANDARD PROPOSAL INFORMATION

6.01 Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign the Identifying Data Form as identified in Section 5.02 Authorizations and Certifications.

6.02 State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

6.03 Conflict of Interest

Offerors must disclose any instances where the entity or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

6.04 Offeror's Certification

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

6.05 Offer Held Firm

Proposals must remain open and valid for at least ninety (90) days from the deadline specified for submission of proposals. In the event award is not made within ninety (90) days, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

6.06

Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made.

6.07

Alternate Proposals

Offerors may submit only one proposal for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will be rejected.

6.08

Subcontractors

Subcontractors may be used to perform work under this contract.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the procurement officer.

6.09

Joint Ventures

Joint ventures will not be allowed.

6.10

Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality.

For more information visit the following website at:

- North Dakota Office of the Attorney General
Website: <http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

6.11

Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

6.12

Right of Rejection

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision.

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

6.13

Clarification of Offerors

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

6.14

Discussions and Best and Final Offers

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so,

therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

6.15 Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded.

For a listing of state preference laws, visit the following website:

- North Dakota State Procurement Office
Website: <http://www.state.nd.us/csd/spo/resources.html>
For assistance contact: 701-328-2683 or infospo@state.nd.us

6.16 Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they will be held by telephone, through e-mail, or at the following location:

- Department of Human Services
State Capitol Judicial Wing – 3rd Floor Room 317
600 East Boulevard
Bismarck, North Dakota

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.

6.17 Notice of Intent to Award – Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

6.18**Protest and Appeal**

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven (7) calendar days before the deadline for receipt of proposals.

If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven (7) calendar days after the date the Notice of Intent to Award was issued.

**SECTION SEVEN
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

7.01

Proposal Format and Content

Two Percent (2%) of the total possible evaluation point will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

[a] How well was the format followed?

7.02

Authorization and Certifications

Eight Percent (8%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

Identifying Data Form

[a] Has the offeror completed in its entirety and appropriately signed the Identifying Data Form?

Conflict of Interest

[a] Has the offeror included a signed statement that clearly address any possible conflict of interest by the entity or any individual working on the contract or does the offeror address there is no conflict?

Subcontractors

[a] Has the offeror provided sufficient evidence that each subcontractor is registered, and if applicable, holds a valid North Dakota business license?

[b] Has the offeror included a signed statement from each subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract?

[c] Has the offeror included a signed statement from each subcontractor that certifies that it complies with Section 6.04 Offeror's Certification?

7.03

Project Management Plan

Five Percent (5%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

[a] Has the offeror identified by name and title, the principal officers and board members?

[b] Has the offeror identified by name and title, the entity staff that will be involved in carrying out the project?

[c] Has the offeror included an entity organizational chart that describes the organization and illustrates lines of authority?

7.04

Experience and Qualifications

Twenty Percent (20%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror clearly described the entity's experience in providing the service being purchased?
- [b] How relevant is the entity's experience to the service being purchased?
- [c] Has the offeror outlined relevant experience and credentials of staff that will be involved in carrying out the project?
- [d] How relevant is the staff experience and credentials to the service being purchased?

7.05

Service Provision

Ten Percent (10%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror identified the name and complete address for all subcontractors used by the legal entity and identified the name and complete address for all subcontractors of the subcontractors?
- [b] Has the offeror included a chart that identifies the counties served by the legal entity and by each subcontractor?
- [c] How well does the offeror's plan address service provision throughout the state?
- [d] Has the offeror identified the percent of services provided by the legal entity and the percent provided by each subcontractor?

7.06

Project Understanding

Twenty Percent (20%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror included a comprehensive narrative that illustrates the offeror's understanding of the project purpose and scope of work?
- [b] How well has the offeror illustrated an understanding of the purpose and scope of work?

7.07

Project Methodology

Twenty Percent (20%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror included a comprehensive narrative that illustrates the methodology it intends to employ and how that methodology will serve to accomplish the project purpose and scope of work?
- [b] How well has the offeror illustrated the methodology that it intends to employ?
- [c] How well has the offeror illustrated how the methodology will serve to accomplish the purpose and scope of work?

7.08

Cost Proposal

Fifteen Percent (15%) of the total possible points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror included a cost proposal that breaks out the funds available and that includes a detailed narrative justification for each cost category?
- [b] Is the ratio of administrative costs to the recipient equipment costs reasonable?

[c] If indirects costs are included in the cost proposal, has the offeror attached an Indirect Cost Rate Agreement?

[d] Does the offeror's proposal use all funds available and demonstrate effective use of the funds?

[e] Does the offeror's request exceed the funds available?

7.09

Site Inspection Of Offeror's Facility

The State may conduct on-site visits to the offeror's firm or offeror's customer where comparable service is being performed to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the purchasing agency will conduct the site inspection at the State's expense.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Attachment 1 – Sample Contract
Attachment A – Identifying Data Form
Attachment A1 – Project Management Plan Form
Attachment A2 – Experience and Qualifications Form
Attachment A3 – Service Provision Chart Form
Attachment A4 – Project Understanding Form
Attachment A4 – Project Methodology Form
Attachment A6 – Cost Proposal Form

SAMPLE CONTRACT

CONTRACT #

GRANT AGREEMENT

WHEREAS, the State of North Dakota, acting through its North Dakota Department of Human Services, Aging Services Division, herein referred to as "Grantor" has determined the services referred to in the paragraph below entitled "Scope of Service" form an appropriate basis for the expenditure of funds allocated to the Grantor; and

WHEREAS, the GRANTEE herein referred to as "Grantee" proposes to provide those services;

NOW, THEREFORE, the Grantor and Grantee enter into the following:

I. TERM OF THE GRANT

The term of this agreement shall be from the ____ day of _____ 200__ through the ____ day of _____ 200__. However, this agreement may be terminated with or without cause upon thirty (30) days written notice by either party.

II. SCOPE OF SERVICE

The Grantee agrees to utilize grant funds to provide

III. COMPENSATION

The Grantor, upon written request from the Grantee, shall reimburse the Grantee for allowable expenses incurred, as defined by the OMB Circular cited under Section VIII of this agreement, while performing the scope of service. The total amount of this grant shall not exceed \$_____. No funds will be advanced prior to services actually being provided. Request for reimbursement by the Grantee should be sent monthly to the Grantor. Final reimbursement requests shall be submitted to the Grantor no later than thirty (30) days after the expiration of this agreement. No payment will be made until the Certification of the OMB Circular Informational Guide, which is attached by reference and made a part of this agreement, is appropriately signed and returned.

Payment for services under this agreement may include federal monies. The funding sources at the time of the agreement execution are listed below. The funding source of actual payments and the federal program can be verified by contacting the Grantor's Fiscal Administration Division.

Anticipated Funding:

Federal	\$ _____	Other	\$ _____
State	\$ _____	Unknown	\$ _____

Catalog of Federal Domestic Assistance Number _____,
_____, _____.

IV. GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

The Grantee understands that this grant is a one-time grant, and acknowledges that it has been furnished no assurances that this grant may be extended for periods beyond the termination date of this agreement.

V. GRANTEE ASSURANCES

The Grantee agrees to comply with the applicable assurances set forth in the Grantee Assurances attached as Attachment "A" and made a part of this agreement.

VI. AUTHORITY TO CONTRACT

The Grantee shall not have the authority to contract for or on behalf of or incur obligations on behalf of the Grantor. However, the Grantee may subcontract with qualified providers of services, provided that any such subcontract shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate. The Grantee agrees to be solely responsible for the performance of any subcontractor.

VII. INDEPENDENT ENTITY

The Grantee shall perform as an independent entity under this agreement. The Grantee, its employees, agents, or representatives are not employees of the Grantor for all purposes, including but not limited to: the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this agreement shall be construed to represent the creation of an employer/employee relationship. The Grantee will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Grantee's activities and responsibilities under this agreement.

VIII. AUDIT RESPONSIBILITY AND EXPENSE ALLOWABILITY

The Grantee agrees to keep such financial records as are necessary to fully disclose the complete financial status of the agreement. Documentation supporting requests for reimbursement shall be submitted by the Grantee for review by the Grantor or its agents, upon request. Further, it is agreed that if the Grantee has expended federal funds (when considering all sources) during the Grantee's fiscal year at the amount specified in OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations; which is attached by reference and made a part of this agreement, then such Circular shall be followed pursuant to the Single Audit Act of 1984, Public Law 98-502; and the Single Audit Act Amendments of 1996, Public Law 104-156. The Circular can be obtained from the Grantor's Fiscal Administration Division upon request. The Grantee agrees to file a copy of the "Reporting Package" as described by the referenced Circular with the Grantor's Fiscal Administration Division within the time frame identified in OMB Circular A-133.

Additionally, the Grantee agrees to spend all federal assistance received from the Grantor in accordance with applicable laws and regulations such as, but not limited to: OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; and OMB Circular A-122, Cost Principles for Non-Profit Organizations which are attached by reference and made a part of this agreement. These Circulars can be obtained from the Grantor's Fiscal Administration Division upon request.

IX. RETENTION OF RECORDS

The Grantee agrees to retain financial records for a period of three years from the date of submission of the final expenditure report or if subject to audit, until such audit is completed and closed, whichever occurs later. The Grantor, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Grantee which are pertinent to the services provided under this agreement. Program records shall be maintained for a period of six years or until an audit is completed and closed, whichever occurs later.

X. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause Grantee shall fail to fulfill in a timely and proper manner its obligations under this agreement, or shall violate any of the terms of this agreement, the Grantor shall thereupon have the right to terminate this agreement forthwith by giving written notice to Grantee of such termination and specifying the effective date thereof. Notwithstanding a termination pursuant to this paragraph, Grantee shall not be relieved of liability to the Grantor for damages sustained by the Grantor by virtue of any breach of the agreement by Grantee, and the Grantor may withhold any payment, otherwise due to Grantee, for the purposes of set off until such time as the exact amount of damages due is determined.

XI. TERMINATION OF AGREEMENT FOR INADEQUACY OF FUNDS

It is agreed that in the event appropriations to the Department of Human Services are not obtained and continued at a level sufficient to allow for payments to the Grantee, for the services identified in Paragraph II, the obligations of each party hereunder may be terminated, at the option of the Grantor, provided that any such termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

XII. CONTINGENT LIABILITY

During the term of this agreement, and for three years thereafter, the Grantee agrees to reimburse the Grantor for any claims, submitted by the Grantor for federal financial participation in the cost of this agreement, which are disallowed by any federal agency for a failure, on the part of the Grantee, to comply with the terms and conditions of this agreement, the applicable provisions of any federal or state statutory or regulatory provision which govern the source of funding. The Grantor agrees to give the Grantee prompt written notice of any disallowance of claims subject to reimbursement by the Grantee. Any amount disallowed in the manner and for the reasons described shall be considered a debt owing to the Grantor and action may be brought by the Grantor thereon in any manner prescribed by law.

XIII. INDEMNITY

Grantee agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers and employees (North Dakota), from any and all claims of any nature, including all costs, expenses, and attorneys' fees, which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of North Dakota's sole negligence. The legal defense provided by Grantee to North Dakota under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for North Dakota is necessary. Grantee also agrees to defend, indemnify, and hold North Dakota harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall

continue after termination of this agreement.

XIV. INSURANCE

- A. Required Coverages. Grantee shall secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages covering the Grantee for any and all claims of any nature which may in any manner arise out of or result from this agreement:
- 1) Commercial general liability, including contractual coverage, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
 - 2) Automobile liability, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
 - 3) Workers' compensation coverage meeting all North Dakota statutory requirements.
- B. General Insurance Requirements. The insurance coverages listed above must meet the following additional requirements:
- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee. The amount of any deductible or self-retention is subject to approval by the Grantor.
 - 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The policies shall be in form and terms approved by the Grantor. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which it is excess.
 - 3) North Dakota will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Grantee in excess of the minimum requirements set forth above. The duty to indemnify North Dakota under this agreement shall not be limited by the insurance required in this agreement.
 - 4) North Dakota shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insureds. North Dakota shall have all the rights and coverages as Grantee under said policies. The additional insured endorsement for the commercial general liability policy shall be written on a form equivalent to the ISO 1985 CG 20 10 form, or such other form as approved by North Dakota, and shall not limit or delete North Dakota's coverage in any way based upon North Dakota's acts or omissions.
 - 5) The insurance required in this agreement, through a policy to endorsement, shall include:
 - a) a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against North Dakota;
 - b) a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned Grantor representative;

- c) a provision that any attorney who represents North Dakota under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required by N.D.C.C. § 54-12-08;
 - d) a provision that Grantee's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by North Dakota and that any insurance, self-insurance or self-retention maintained by North Dakota shall be excess of the Grantee's insurance and shall not contribute with it;
 - e) cross liability/severability of interest coverage for all policies and endorsements.
- 6) The legal defense provided to North Dakota under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for North Dakota is necessary.
 - 7) Grantee shall furnish a certificate of insurance and, if requested, a copy of the insurance policy and all its endorsements, including the additional insured endorsement, to the undersigned Grantor representative prior to commencement of this agreement.
 - 8) Failure to provide insurance as required in this section is a material breach of contract entitling Grantor to terminate this contract at any time effective upon delivery of notice to the Grantee.

XV. NOTICE

Any notice required or permitted to be given pursuant to this agreement may be personally served on either party by the party giving such notice, or may be served by certified mail, return receipt requested, addressed to the executive office of the party upon whom service is made.

XVI. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Grantee and the Grantor. No alteration, amendment, or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XVII. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XVIII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIX. ASSIGNMENT

Neither Party shall assign this agreement and rights without the written approval of the other Party. Such approval shall not be unreasonably withheld. This agreement shall be equally binding on the respective Parties, their successors and assigns.

XX. WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment or materials created or purchased under this agreement belong to the Grantor and must be delivered to Grantor at Grantor's request upon termination of this agreement. Grantee agrees that all materials prepared under this agreement are "works for hire" within the meaning of copyright laws of the United States and assigns to the Grantor all rights and interests Grantee may have in the materials it prepares under this agreement, including any right to derivative use of the material. Grantee shall execute all necessary documents to enable the Grantor to protect its rights under this section. Use of work product or materials for purposes other than the scope of this agreement must be approved in writing by the Grantor.

XXI. COMPLIANCE WITH PUBLIC RECORDS LAWS

Grantee understands that, except for disclosures prohibited in section XXIV, the Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records which are obtained or generated by the Grantee under this agreement, except for records that are confidential under section XXIV, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Grantee agrees to contact the Grantor immediately upon receiving a request for information under the open records law and to comply with the Grantor's instructions on how to respond to the request.

XXII. ATTORNEY FEES

In the event a lawsuit is instituted by the Grantor to obtain performance due to any kind under this agreement, and the Grantor is the prevailing party, Grantee shall, except when prohibited by N.D.C.C. § 28-26-04, pay the Grantor's reasonable attorney fees and costs in connection with the lawsuit.

XXIII. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The Grantor does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The Grantor does not waive any right to a jury trial.

XXIV. CONFIDENTIAL INFORMATION

The Grantee agrees not to use or disclose any information it receives from the Grantor under this agreement that is confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by the Grantor. The Grantor agrees not to disclose any information it receives from the Grantee which the Grantee has previously identified as confidential and which the Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code § 44-04-18. The duty of the Grantor and the Grantee to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.

GRANTEE

By _____ DATE

Its _____
(TITLE)

Grantee's Federal Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By _____ DATE
LINDA WRIGHT, DIRECTOR
AGING SERVICES DIVISION

By _____ DATE
KRISTA L. ANDREWS
CONTRACT OFFICER

GRANTEE ASSURANCES

- A. This agreement shall be construed according to the laws of the State of North Dakota. In connection with the furnishing of supplies or performance of work under this agreement, persons who contract with or receive funds to provide services to the North Dakota Department of Human Services are obligated and agree to comply with all local, state and federal laws, regulations and executive orders related to the performance of this agreement including but not limited to the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the North Dakota Human Rights Act, and the Drug-free Workplace Act of 1988. Questions regarding the provision of services according to these Acts may be directed to Krista L. Andrews, Contract Officer, North Dakota Department of Human Services, Judicial Wing, State Capitol, 600 E. Boulevard, Bismarck, ND 58505 (701-328-2311 or 701-328-3975 TDD).
- B. Unless otherwise authorized by federal law, the charges to be made by the Grantee do not include costs financed by federal monies other than those generated by this agreement.
- C. The Grantee certifies by signing this agreement that neither the Grantee, Subcontractor, nor their principals, are presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the Federal Government.
- D. Grantee shall be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by NDCC § 54-44.4-09.
- E. The Grantee assures that:
 - 1) No Federal funds from this agreement will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2) If any grant funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ATTACHMENT A

IDENTIFYING DATA TELECOMMUNICATIONS EQUIPMENT DISTRIBUTION SERVICE

Legal Entity Name: Name of Entity	
Legal Entity Contact Individual: Name and Title of Individual Telephone Number Fax Number E-Mail Address	
Mailing Address: Street Address or PO Box City, State, and Zip Code	
Contract Term: Beginning Date and Ending Date	
Legal Entity Fiscal Year: Tax Year	
Legal Entity Taxpayer ID Number: Taxpayer Identification Number	
Minority Owned: (Indicate as Appropriate) Yes or No	
Legal Entity Type: (Indicate as Appropriate) Non-Profit Entity For-Profit Entity Tribal Government Institute of Higher Education Other State Agency Other Governmental Entity	

The Board Chairperson or Board Vice-Chairperson must sign the initial Identifying Data form. If the offeror is not governed by a Board, the form must be signed by an individual authorized to legally bind the offeror.

Legal Entity Authorized Individual: Typed Name and Title	
Signature and Date	

The legal entity is responsible for updating any information contained on this form and for resubmission of the form to Aging Services Division. When submitting a revision, the entity must identify below, the reason for the revision, i.e., e-mail change, address change, etc. Subsequent forms can be signed by the contact individual.

Revised Identifying Data Form: Reason for Change	
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**PROJECT MANAGEMENT PLAN
TELECOMMUNICATIONS EQUIPMENT DISTRIBUTION SERVICE**

ENTITY PRINCIPAL OFFICERS AND BOARD MEMBERS:

PROJECT STAFF:

**EXPERIENCE AND QUALIFICATIONS
TELECOMMUNICATIONS EQUIPMENT DISTRIBUTION SERVICE**

ENTITY EXPERIENCE:

PROJECT STAFF EXPERIENCE AND CREDENTIALS:

**SERVICE PROVISION CHART
TELECOMMUNICATIONS EQUIPMENT DISTRIBUTION SERVICE**

NAME OF LEGAL ENTITY:

SUBCONTRACTORS NAME – ADDRESS:

SUBCONTRACTOR:

SUBCONTRACTORS NAME – ADDRESS:

ATTACHMENT A3 (Continued)

LEGAL ENTITY:

COUNTIES SERVED:

PERCENT OF SERVICES:

SUBCONTRACTOR:

COUNTIES SERVED:

PERCENT OF SERVICES:

SUBCONTRACTOR:

COUNTIES SERVED:

PERCENT OF SERVICES:

**PROJECT UNDERSTANDING
TELECOMMUNICATIONS EQUIPMENT DISTRIBUTION SERVICE**

NARRATIVE:

**PROJECT METHODOLOGY
TELECOMMUNICATIONS EQUIPMENT DISTRIBUTION SERVICE**

NARRATIVE:

**COST PROPOSAL
TELECOMMUNICATIONS EQUIPMENT DISTRIBUTION SERVICE**

COST CATEGORIES	BUDGETED AMOUNT	DETAILED NARRATIVE JUSTIFICATION
Salaries & Fringe Benefits	\$	
Travel	\$	
Consultation Services	\$	
Supplies	\$	
Postage & Shipping	\$	
Other	\$	
Indirect Costs	\$	
Recipient Equipment	\$	
TOTAL OF COST PROPOSAL	\$	Ratio of Administrative Costs to Recipient Equipment Costs: Total Administrative Costs ÷ Total of Cost Proposal = ____% Total Recipient Equipment Costs ÷ Total of Cost Proposal ÷ = ____%